

#5

Applicant: BELLSOUTH INTELLECTUAL PROPERTY CORPORATION

International Application No.: PCT/US99/06429

International Filing Date: 24 March 1999

For: WIRELESS TELEMETRY METHODS AND SYSTEMS FOR
COMMUNICATING WITH OR CONTROLLING INTELLIGENT
DEVICES

Box PCT
Assistant Commissioner for Patents
Washington, D.C. 20231

RECEIVED

21 SEP 2001

Legal Staff
International Division

**STATEMENT REGARDING LACK OF SIGNATURE OF
APPLICANT/INVENTOR UNDER PCT RULE 4.15(b)**

Sir:

The U.S. Receiving Office is hereby petitioned to accept the above-identified application without the signatures of applicant/inventors Karl Warfel and Kevin Whitley.

These applicant/inventors were one-time employees of a company that is affiliated with the present assignee and signed employment agreements wherein they agreed to execute documents necessary to obtain a patent for any intellectual property anywhere in the world. Although unsuccessful, the employer has made good faith attempts to obtain the executed Powers of Attorney as well as the Combined Declaration and Assignment documents that would be due when the international application is entered into the national phase of prosecution.

Attached for review by the Receiving Office are copies of the following documents:

1. Memorandum to applicant/inventors Karl Warfel and Kevin Whitley forwarding Power of Attorney documents for execution and return via certified mail;
2. Copies of the return receipt for above-identified documents signed by Messrs. Warfel and Whitley;
3. Copies of the employment agreements; and

International Application No.: PCT/US 06429

International Filing Date: 24 March 1999

STATEMENT REGARDING LACK OF SIGNATURE OF APPLICANT/INVENTOR UNDER PCT RULE 4.15(b)

4. Copies of the executed assignment documents for the priority document.

Respectfully submitted,



Mitchell G. Stockwell
Reg. No. 39,389

Date: July 6th, 1999

KILPATRICK STOCKTON LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309-4530
(404) 815-6214

BellSouth Intellectual Property
Management Corporation
Suite 500
1155 Peachtree Street, N.E.
Atlanta, Georgia 30309-3610
arena.christopher@bsc.bellsouth.net

Christopher M. Arena
General Attorney
404 249-2612
Fax 404 249-2821

M E M O R A N D U M

TO: Karl Warfel
Kevin Whitley

FROM: Christopher M. Arena CMA/JT

DATE: May 5, 1999

RE: Execution of PCT Powers of Attorney and Assignment
Claiming Priority to U.S. Provisional Application No. 60/079,215
Title of Invention: Wireless Telemetry Methods and Systems for
Communicating with or Controlling Intelligent Devices
KS File No.: 36968/176363
BellSouth File No.: 98018WP
**Action: Please execute the PCT Powers of Attorney/Assignment and
return to us no later than May 17, 1999**

On March 24, 1999, we filed a PCT application, designating all eligible PCT countries, including the designation of the U.S. as a continuation-in-part application. The international application was filed without all the executed documents.

Please find enclosed a PCT Powers of Attorney and Assignment for your execution. Each inventor has been given the same material. Please execute both forms, ensuring that the Assignment is executed in the presence of a notary.

We appreciate your assistance in this request.

Enclosure

CMA/jt

ASSIGNMENT

WHEREAS, we, Kevin T. Whitley, Karl B. Warfel, and Arthur M. Shand, have invented certain improvements in Wireless Telemetry Methods and Systems for Communicating with or Controlling Intelligent Devices, for which we have executed an application for United States Patent on _____, 1999, as part of an International Application filed with the U.S. Receiving Office of the PCT on March 24, 1999 claiming priority to U.S. Provisional Patent Application Nos. 60/079,215 which was filed with the U.S. Patent and Trademark Office on March 24, 1998; and

WHEREAS, BellSouth Intellectual Property Corporation , a corporation of the State of Delaware, U.S.A., having its principal place of business at 824 Market Street, Suite 510, Wilmington, Delaware 19801, United States of America, desires to purchase same;

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration paid by BellSouth Intellectual Property Corporation, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and conveyed and by these presents do hereby sell, assign, transfer, and convey unto BellSouth Intellectual Property Corporation, in and for the United States and its territories and for foreign countries, the entire right, title and interest in and to said International Application (including the U.S. part thereof), in and to the invention therein set forth and in and to any patent which may issue on said application or any reissue, renewal, division, or continuation, in whole, or in part thereof, and to said U.S. Provisional Patent Application; and we hereby bind ourselves, our heirs, legal representatives, administrators and assigns properly to execute without further consideration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 1999.

Kevin T. Whitley

State of Georgia)
County of)
)ss.

Then personally appeared the above named Kevin T. Whitley who acknowledged the foregoing instrument to be his free act and deed, before me, this _____ day of _____, 1999.

Notary Public

Assignment of Rights to U.S. National Application under 35 U.S.C. 371
International Application No.
Claiming Priority to U.S. Provisional Application No. 60/079,215

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 1999.

Karl B. Warfel

State of _____)
County of _____)
)ss.

Then personally appeared the above named Karl B. Warfel who acknowledged the
foregoing instrument to be his free act and deed, before me, this _____ day of _____,
1999.

Notary Public

Assignment of Rights to U.S. National Application under 35 U.S.C. 371
International Application No.
Claiming Priority to U.S. Provisional Application No. 60/079,215

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____
day of _____, 1999.

Arthur M. Shand

State of _____)
County of _____)ss.

Then personally appeared the above named Arthur M. Shand who acknowledged the foregoing instrument to be his free act and deed, before me, this _____ day of _____, 1999.

Notary Public

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**WIRELESS TELEMETRY METHODS AND SYSTEMS FOR
COMMUNICATING WITH OR CONTROLLING INTELLIGENT DEVICES**

the specification of which (check only one item below):

- is attached hereto
- was filed as United States Application Serial No. _____
on _____
and was amended on _____ (if applicable).
- was filed as PCT International Application Number PCT/US99/_____ on
24 March 1999 (24.03.99) and was amended under PCT Article 19
on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United State code, §119 of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America listed below and have also identified below any foreign application(s) for patent or inventor's certificate or any PCT international application(s) designating at least one country other than the United States of America filed by me on the same subject matter having a filing date before that of the application(s) of which priority is claimed:

PRIOR FOREIGN/PCT APPLICATION(S) AND ANY PRIORITY CLAIMS UNDER 35 U.S.C. 119:

COUNTRY (of PCT indicate "PCT")	APPLICATION NUMBER	DATE OF FILING (day, month, year)	PRIORITY CLAIMED UNDER 35 USC 119
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

COMBINED DECLARATION
(Includes Reference to PCT International Applications)

PATENT APPLICATION AND POWER OF ATTORNEY

(CONTINUED)

ATTORNEY DOCKET NUMBER
BS100/176363

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) or PCT international application(s) designating the United States of America that is/are listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in that/those prior application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application(s) and the national or PCT international filing date of this application:

PRIOR U.S. APPLICATIONS OR PCT INTERNATIONAL APPLICATIONS DESIGNATING THE U.S. FOR BENEFIT UNDER 35 U.S.C. 120:

U.S. APPLICATIONS		STATUS (Check One)		
U.S. APPLICATION NUMBER	U.S. FILING DATE	PATENTED	PENDING	ABANDONED

PCT APPLICATIONS DESIGNATING THE U.S.		
PCT APPLICATION NO	PCT FILING DATE	U.S. SERIAL NUMBERS ASSIGNED (if any)

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (List name and registration number)

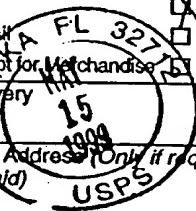
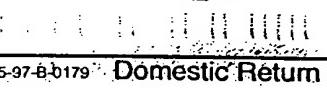
John S. Pratt 29,476; James L. Ewing, IV 30,630; Charles W. Calkins 31,814; George T. Marcou 33,014; Dean W. Russell 33,452; Richard A. Clegg 33,485; Richard T. Peterson 35,320; Charles T. Simmons 35,359; Nora M. Tocups, 35,717; Bruce D. Gray 35,799; Theodore R. Harper 35,890; Geoff L. Sutcliffe 36,348; Mitchell G. Stockwell 39,389; Marcus Delgado 38,122; Michael J. Turton 40,852; Washington, Edwina T. 43,187; Williams, Camilla C. P43,992

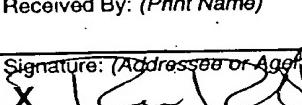
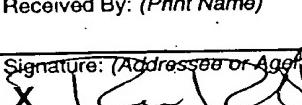
Send Correspondence to:	John S. Pratt, Esq. Kilpatrick STOCKTON LLP 1100 Peachtree Street, Suite 2800 Atlanta, GA 30309-4530	Direct Telephone Calls to: Mitchell G. Stockwell, Esq. (404) 815-6214
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2	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME
0	RESIDENCE & CITIZENSHIP	Whitley	Kevin	Thomas
	CITY			COUNTRY OF CITIZENSHIP
1	POST OFFICE ADDRESS	Acworth	Georgia	U.S.A.
	POST OFFICE ADDRESS		CITY	STATE & ZIP CODE/COUNTRY
		5030 Oak Hollow Drive	Acworth	Georgia 30102
2	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME
0	RESIDENCE & CITIZENSHIP	Warfel	Karl	Bernard
	CITY			COUNTRY OF CITIZENSHIP
2	POST OFFICE ADDRESS	Greyson	Georgia	U.S.A.
	POST OFFICE ADDRESS		CITY	STATE & ZIP CODE/COUNTRY
		1296 Pinehurst Road	Greyson	Georgia 30017
2	FULL NAME OF INVENTOR	FAMILY NAME	FIRST GIVEN NAME	SECOND GIVEN NAME
0	RESIDENCE & CITIZENSHIP	Shand	Arthur	Mathew
	CITY			COUNTRY OF CITIZENSHIP
3	POST OFFICE ADDRESS	Big Canoe	Georgia	U.S.A.
	POST OFFICE ADDRESS		CITY	STATE & ZIP CODE/COUNTRY
		10881 Big Canoe	Big Canoe	Georgia 30143

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statement may jeopardize the validity of the application or any patent issuing thereon.

SIGNATURE OF INVENTOR 201	SIGNATURE OF INVENTOR 202	SIGNATURE OF INVENTOR 203
DATE	DATE	DATE

SENDER:		I also wish to receive the following services (for an extra fee):	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete Items 1 and/or 2 for additional services. <input type="checkbox"/> Complete Items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered. 		<input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to:		4a. Article Number	
Kevin Whitley 5030 Oak Hollow Drive Acworth, GA 30102		p 650 248 592	
File No. 98018WP		4b. Service Type	
		<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
		<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
5. Received By: (Print Name)		7. Date of Delivery	
		 15 Jan 1999	
6. Signature: (Addressee or Agent)		8. Addressee's Address (Only if requested and fee is paid)	
			
PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt			

SENDER:		I also wish to receive the following services (for an extra fee):	
<ul style="list-style-type: none"> <input type="checkbox"/> Complete Items 1 and/or 2 for additional services. <input type="checkbox"/> Complete Items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered. 		<input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to:		4a. Article Number	
Karl Warfel 12819 SE 38th Street Suite 261 Bellevue, WA 98006		p 650 248 591	
File No. 98018WP		4b. Service Type	
		<input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
		<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
5. Received By: (Print Name)		7. Date of Delivery	
		11/10/99	
6. Signature: (Addressee or Agent)		8. Addressee's Address (Only if requested and fee is paid)	
			
PS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt			

**BellSouth Personal Communications, Inc. Employment Agreement
Regarding Intellectual Property and Nonsolicitation of Employees**

CONSIDERATION of my employment, continued employment, promotion, or job reassignment, by my EMPLOYER, and other good and valuable consideration:

I hereby assign and agree to assign to my EMPLOYER, or its designee, all my right, title and interest in and to all INTELLECTUAL PROPERTY which during the period of my employment by my EMPLOYER I may DEVELOP either:

1. in the course of such employment, or
2. with the use of time, material, private or proprietary information, or facilities of my EMPLOYER, or any of its AFFILIATED COMPANIES; or
3. relating, at the time I DEVELOP same, to the business or research or development of my EMPLOYER or any of its AFFILIATED COMPANIES.

I will promptly disclose all INTELLECTUAL PROPERTY to my EMPLOYER and, without charge to it but at its expense, will execute a specific assignment of title to my EMPLOYER, or its designee, upon its request and will do anything else reasonably necessary to enable my EMPLOYER, or its designee, to secure a patent, copyright or other form of protection for said INTELLECTUAL PROPERTY anywhere in the world.

I further agree that I will keep in confidence and will not, except as required in the conduct of the business of my EMPLOYER, or as authorized in writing on its behalf, publish, disclose, or use, or authorize anyone else to publish, disclose, or use during the period of my employment, and subsequent thereto, any private or proprietary information when my employment terminates. I will relinquish all documents and records containing such information to my EMPLOYER. I understand that commencing two years after my termination date, my obligation regarding confidentiality will not apply to any information which is not a trade secret under Georgia law.

I further agree that while employed by EMPLOYER, and during the two (2) year period immediately following the termination of my employment for any reason, I will neither directly nor indirectly induce or attempt to induce any employee of EMPLOYER to terminate his or her employment; provided, however, after termination of my employment, I may offer employment either on my behalf or on behalf of any other individual or entity to any employee of EMPLOYER, who, without any inducement by me, has terminated his or her employment with EMPLOYER.

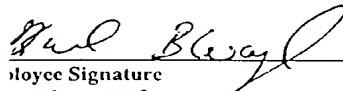
I further agree that the various provisions of the Agreement:

1. shall be interpreted in accordance with Georgia Law,
2. shall be binding upon my heirs, executors, administrators and assigns, and
3. shall be deemed separable from each other, and the invalidity of one provision shall not affect the validity of any other provision.

I further agree that the various provisions of the Agreement shall not be deemed to provide or imply the duration or other terms and conditions of my employment.

I further agree that as used in this Agreement, "EMPLOYER" shall mean BELLSOUTH PERSONAL COMMUNICATIONS, INC which employs me, and any BELLSOUTH COMPANY which may become my employer in the future; "DEVELOP" or "DEVELOPED" shall mean to make, create, develop, write or conceive; and "INTELLECTUAL PROPERTY" shall include inventions, discoveries, ideas, improvements, computer or other apparatus programs and related documentation and other works of authorship, whether or not patentable, copyrightable or susceptible to other forms of protection, whether DEVELOPED during or outside of regular working hours, or solely or jointly with others.

I acknowledge that I have on this day received a copy of this Agreement.


Employee Signature
4-15-96

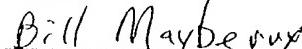
KARL WARFEL

Employee's Name (Print or Type)

201-50-8553

Social Security Number

Telephone Number

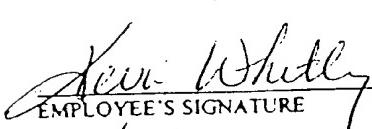


Witness's Name (Print or Type)

**EMPLOYEE AGREEMENT REGARDING INTELLECTUAL PROPERTY
AND PROPRIETARY INFORMATION**

IN CONSIDERATION of my employment, continued employment, promotion, or job reassignment, by my EMPLOYER, and other good and valuable consideration:

- A. I hereby assign and agree to assign to my EMPLOYER, or its designee, all my right, title, and interest in and to all INTELLECTUAL PROPERTY, which during the period of my employment by my EMPLOYER I may DEVELOP either:
1. in the course of such employment; or
 2. with the use of the time, material, private, or proprietary information, or facilities of my EMPLOYER, or any of its AFFILIATED COMPANIES; or
 3. relating, at the time I DEVELOP same, to the business, or research, or development of my EMPLOYER, or any of its AFFILIATED COMPANIES.
- B. I will promptly disclose all INTELLECTUAL PROPERTY to my EMPLOYER and, without charge to it but at its expense, will execute a specific assignment of title to my EMPLOYER, or its designee, upon its request and will do anything else reasonably necessary to enable my EMPLOYER, or its designee, to secure a patent, copyright, or other form of protection for said INTELLECTUAL PROPERTY anywhere in the world.
- C. I further agree that I will keep in confidence and will not, except as required in the conduct of the business of my EMPLOYER, or as authorized in writing on its behalf, publish, disclose, or use, or authorize anyone else to publish, disclose, or use during the period of my employment, and subsequent thereto, any private or proprietary information which I may in any way acquire, learn, develop or create by reason of my employment by my EMPLOYER and that when my employment terminated, I will relinquish all documents and records containing such information to my EMPLOYER.
- D. I further agree that the various provisions of this Agreement:
1. shall be interpreted in accordance with Georgia law;
 2. shall be binding upon my heirs, executors, administrators and assigns; and
 3. shall be deemed separable from each other, and the invalidity of one provision shall not affect the validity of any other provision.
- E. I further agree that the various provisions of this Agreement shall not be deemed to provide or imply the duration or other terms and conditions of my employment.
- F. I further agree that as used in this Agreement, "EMPLOYER" shall mean the BELLSOUTH COMPANY which employs me; "BELLSOUTH COMPANY" shall mean BellSouth Personal Communications, Inc., or any company owned or controlled, either directly or indirectly; thereby, "AFFILIATED COMPANIES" shall mean any parent or subsidiary of BellSouth Personal Communications, Inc., and any subsidiary owned or controlled, either directly or indirectly, by any of them; "DEVELOP" or "DEVELOPED" shall mean to make, create, develop, write, or conceive; and "INTELLECTUAL PROPERTY" shall include inventions, discoveries, ideas, improvements, computer, or other apparatus programs and related documentation and other works of authorship, whether or not patentable, copyrightable or susceptible to other forms of protection, whether DEVELOPED during or outside of regular working hours, or solely or jointly with others.
- G. I hereby acknowledge that I have on this day received a copy of this Agreement.


KEVIN WHITLEY
EMPLOYEE'S SIGNATURE
11/20/95
DATED


J.L. DRAGHI
SUPERVISOR'S SIGNATURE

KEVIN WHITLEY
EMPLOYEE'S NAME (PRINT OR TYPE)
567-25-8474
SOCIAL SECURITY NUMBER
J.L. DRAGHI
SUPERVISOR'S NAME (PRINT OR TYPE)

ASSIGNMENT

WHEREAS, we, Kevin Thomas Whitley and Karl Bernard Warfel have invented certain improvements in a "WIRELESS TELEMETRY METHODS AND SYSTEMS" for which we have executed an application for United States Letters Patent and

WHEREAS, BellSouth Corporation, a Georgia corporation having an office at 1155 Peachtree Street, N.E., Atlanta, Georgia, 30367-6000, desires to purchase same;

NOW, THEREFORE, in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration paid by BellSouth Corporation, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, transferred and conveyed and by these presents do hereby sell, assign, transfer and convey unto BellSouth Corporation, in and for the United States and its territories and for foreign countries, the entire right, title and interest in and to said application, in and to the invention therein set forth and in and to any patent which may issue on said application or any reissue, renewal, division, or continuation thereof; and we hereby bind ourselves, our heirs, legal representatives, administrators and assigns properly to execute without further

consideration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the

sale, assignment, transfer and conveyance hereby made or intended to be made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16 day of April, 1998.



Kevin Thomas Whitley

STATE OF GEORGIA)
)
) ss.
COUNTY OF Fulton)

On this 16th day of April, 1998, before me, a notary public, came Kevin Thomas Whitley, to me known and known to be the individual described in and who executed the foregoing assignment, and he duly acknowledged the same to be his free act and deed.



Amy Lynne Keith
Notary Public

(SEAL)

My Commission expires:

NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES FEB. 1, 1999

IN WITNESS WHEREOF, I have hereunto set my hand and
seal this 14 day of MAY, 1998.



Karl Bernard Warfel

STATE OF GEORGIA)
)
 ss.
COUNTY OF)

On this 14 day of MAY, 1998; before
me, a notary public, came Karl Bernard Warfel, to me known and
known to be the individual described in and who executed the
foregoing assignment, and he duly acknowledged the same to be
his free act and deed.



Linda D. Lobo
Notary Public

(SEAL)

My Commission expires:

Notary Public, DeKalb County, Georgia
My Commission Expires January 17, 1999